

REMARKS

Claims 54-55, 57-70, and 72-88 are currently amended, without acquiescence in cited basis for rejection or prejudice to pursue in a related application. Claims 89-96 are new.

§ 102 REJECTIONS

Claims 54-88 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Diecman, D., “DISCOE: Distributed Design and Analysis to Preserve Intellectual Property.” (Hereinafter Diecman). Applicants respectfully traverse. Applicants note that “[a] claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” MPEP 2131.

A. The Office Action first cites to pg. 58, section II, Fig. 1 and concludes that the cited figure and passages disclose all the claimed limitations of claim 54. Applicants respectfully disagree.

Applicants respectfully submit that the cited figure and passages does not explicitly, impliedly, or inherently disclose the claimed limitation of “portal” of claim 54. Neither the concept nor the express language of “portal” is explicitly or impliedly disclosed in Diecman, and Applicants further submit that “portal” is not inherently disclosed in Diecman. The cited figure and passages of Diecman disclose a method of “two design teams sharing a database of design information that also uses two different vendor supplied component libraries”. Furthermore, Diecman in general and the cited passages in particular disclose a method where the software and / or hardware components of electronic design are rewritten in SAVANT and University of Adelaide VHDL Extensions (SUAVE) so “the actual data for the . . . libraries remains [sic] resident at the vendor site” and “only low-level data are exchanged during distributed simulation” to preserve vendors’ IP. In fact, what Diecman discloses is the use of a *database* that is shared by the two design teams, and the database “uses two different vendor supplied component libraries.” (Italics added.) Nonetheless, accessing a common database by two teams by no means inherently requires a portal; for example, both teams may simply access the database by loading the desired database directly from the database application itself, or from

client applications that are installed on the user nodes and communicate with the database through protocols such as TCP/IP or NetBIOS; most importantly, all these can be done without the involvement of a portal. Consequently, Applicants respectfully submit that it cannot reasonably be interpreted that sharing a component library through the use of a database inherently discloses a portal as claimed by claim 54.

As such, Applicants respectfully submit that claim 54 is allowable over Diecman since the cited passages and figure do not explicitly, implicitly, or inherently disclose, teach, or suggest the claimed limitation of “portal” of claim 54.

B. The Office Action cites to pg. 59 of Diecman and concludes that the cited passages disclose “version control” and thus anticipates the claimed limitations of “maintaining profile data . . .” Applicants respectfully disagree.

Applicants respectfully submit that, whether or not Diecman disclose the other claimed limitations, Diecman is absolutely silent on at least the claimed limitations of “maintaining profile data of one or more users or suppliers.” Firstly, Applicants note that Diecman is focusing on having an on-line library with shareable component data to facilitate design collaboration while “preserving the integrity of the vendor’s IP” in the component data. Nonetheless, Diecman in its entirety is absolutely silent on having any user or supplier profile data. Moreover, given the purpose of Diecman, the “version control” cited in the Office Action that refers to the acts of “file locking,” “automated merging,” “revision log[ging],” and “versioning” can only be reasonably and consistently applied to the component data and is, at best, merely tangentially related to user or supplier profile data. For example, it is inconceivable to correlate “versioning” or “revision logging” to user or supplier profile data and, in the meantime, to achieve the purpose of preserving the vendors’ IP. Consequently, absent explicit, implied, or inherent disclosure about user or supplier profile data, the acts of “locking,” “revising,” “merging,” and “versioning” are incompatible with and cannot be interpreted to broadly apply to the user and supplier profile data as disclosed in claim 54. Claim 54 is currently amended to clarify the present invention. Claims 69 and 79 also recite similar limitations as currently amended.

As such, Applicants respectfully submit that claims 54, 69, and 79 and their respective dependent claims are allowable over Diecman for at least the foregoing reasons.

C. The Office Action also cites to pg. 59 and concludes that the cited passages disclose “version control” and thus anticipates the claimed limitations of “prior usage information” of claim 67. Applicants respectfully disagree.

Applicants respectfully submit that, as discussed above with respect to claim 54, Diecman is absolutely silent on the claimed limitations of “prior usage information” of claim 67 and thus, claim 67 is independently allowable over Diecman for at least this reason. Claim 67 is currently amended to clarify the present invention. Claims 78 and 88 also recite similar limitations. As such, Applicants respectfully submit that claims 67, 78, and 88 are allowable over Diecman for at least the foregoing reasons as discussed above with respect to claim 54.

D. The Office Action further cites to pg. 58, section II and concludes that Diecman discloses multiple vendors and thus the claimed limitations of a “rank listing of suppliers” of claim 59. Applicants respectfully disagree.

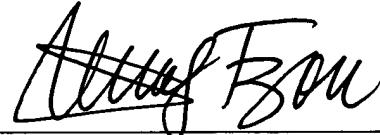
Applicants respectfully submit that the disclosure of multiple vendors does not explicitly, impliedly, or inherently result in a disclosure of listing of suppliers, not to mention any listing in any ranked order. Claim 59 is currently amended to clarify the present invention. Claims 89 and 92 also recite similar limitations. As such, Applicants respectfully submit that claims 59, 89, and 92 are allowable over Diecman for at least the foregoing reasons.

CONCLUSION

On the basis of the above remarks, all claims are believed to be allowable. If the Examiner has any questions or comments, the Examiner is respectfully requested to contact the undersigned at the number listed below.

The Commissioner is authorized to charge any fees due in connection with the filing of this document to Bingham McCutchen's Deposit Account No. 50-2518, referencing billing number 7010223001. The Commissioner is authorized to credit any overpayment or to charge any underpayment to Bingham McCutchen's Deposit Account No. 50-2518, referencing billing number 7010223001.

Respectfully submitted,
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